



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Request for Proposals for various photocopiers in several City departments

**MEETING DATE:** April 4, 2007

**PREPARED BY:** Deputy City Manager

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for Request for Proposals for various photocopiers in several City departments.

**BACKGROUND INFORMATION:** There are nine photocopiers at five locations in City departments including Public Works, Finance, Parks and Recreation, Hutchins Street Square, Human Resources, City Clerk and Fire Departments that need to be replaced. These machines have various specifications (as contained in Exhibit C of the Request for Proposals) and are manufactured by several different companies. In addition they are being serviced by several different vendors. The machines identified for replacement require unusually frequent repairs and maintenance, which is a source of work interruptions, inconvenience to customers and inefficiencies.

Our objective is to obtain proposals that will meet the varying business needs of departments associated with the copy speed, expected service demands of the photocopy machines and to eliminate the problems identified above. In addition, we look to meet the overall needs of the City by accomplishing the following objectives with the business machines we are looking to acquire through this proposal process:

- (a) Reduce overall cost of document production.
- (b) Have access to state-of-the-art digital technology with copy/print/scan capabilities.
- (c) Improve quality and reliability of hardware.
- (d) Improve service and support for all locations.

**FISCAL IMPACT:** It is anticipated that the purchase or lease of business machines on a comprehensive basis will result in savings or a better level of service to the public.

**FUNDING:** The budget for 2006-07 includes sufficient amounts to acquire the machines identified in the request for proposals.

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
James R. Krueger, Deputy City Manager

Attachments: Request for Proposals

APPROVED: \_\_\_\_\_  
Blair King, City Manager

# **CITY OF LODI**

**REQUEST FOR PROPOSAL (RFP)**

## **COPIER EQUIPMENT PURCHASE AND MAINTENANCE SERVICES**

**City of Lodi**  
**221 W. Pine Street**  
**Lodi, CA 95240**

**THE CITY OF LODI RESERVES THE RIGHT TO REJECT  
ANY OR ALL OFFERS OR PROPOSALS**

**COPIER EQUIPMENT PURCHASE AND MAINTENANCE SERVICES  
REQUEST FOR PROPOSAL**

**TABLE OF CONTENTS**

	PAGE
INTRODUCTION	3
1. General	3
2. Scope of this RFP	3
3. RFP Process	4
4. Product and Service Specifications	5
5. Service and Maintenance Provisions	6
6. General Contract Provisions	6
CURRENT BUSINESS ENVIRONMENT EXHIBITS	
Exhibit A - Business Environment Summary	8
Exhibit B – Equipment Locations/Current Inventory/Estimated Usage	9
Exhibit C - Installed Equipment Base/Replacement Minimums/Configuration and Volumes	10
REQUIRED ATTACHMENTS	
Attachment 1 – Supplier Information Form	13
Attachment 2 - Authenticity of Bid Proposal	14
Attachment 3 – Pricing Quotation	15
Attachment 4 – Implementation Strategy and Timeframes	16
Attachment 5 - Vendor Services Agreement	17

## **INTRODUCTION**

### **1. GENERAL**

- 1.1 Your company is invited to submit a proposal in response to the enclosed specifications for copier equipment and management services.
- 1.2 The City of Lodi is looking to replace copiers and maintenance service in approximately 5 locations.
- 1.3 The successful Vendor's bid and the terms and conditions stated in this RFP will be made part of the contract between the City of Lodi and the Vendor. This RFP outlines the specifications and requirements, but not necessarily all of the terms and conditions, the City of Lodi will incorporate into the final agreement between the City of Lodi and the successful Vendor.
- 1.4 The City of Lodi will evaluate all Vendors' proposals. Distribution of this RFP or receipt of any proposal will not constitute a commitment by the City of Lodi to any or all of the bid participants. At its sole discretion, the City of Lodi may negotiate a portion of the contracted products/services to more than one Vendor, reject all proposals, or further negotiate with Vendors if it is determined that the submitted proposals are not economically beneficial to the City of Lodi or for other business reasons. This is a Request for Proposal and not a binding offer to contract.

### **2. SCOPE OF THIS RFP**

- 2.1 The purpose of this RFP process is to provide your company with the opportunity to describe how it can meet specific business requirements of the City of Lodi.
- 2.2 The City of Lodi is seeking a provider of multi-functional equipment to achieve the following goals:
  - (a) Reduce overall cost of document production.
  - (b) Have access to state of the art digital technology with copy/print/scan capabilities.
  - (c) Improve quality and reliability of hardware.
  - (d) Improve service and support for all locations.
- 2.3 A description of "service" specifications for the City of Lodi is outlined in Attachment 2, Product and Service Specifications.

### **3. RFP PROCESS**

- 3.1 Proposals, Content and Format. Your proposal must include an introduction. You may determine the contents of the introduction. However, you must include a general statement of understanding along with a statement of the purpose and scope of your proposal. All proposals must conform to the instructions in this RFP. You are invited to submit additional information or materials that you believe will help the City of Lodi evaluate your proposal.

- 3.2 The following RFP Attachments must be included in your proposal:

Attachment 1 - Supplier Information Form (Describe your company in detail)

Attachment 2 - Authenticity of Bid Proposal

Attachment 3 - Price Quote

Attachment 4 - Implementation Strategy and Timeframes

Attachment 5 - Vendor Services Agreement

- 3.3 You must submit a total of two (2) copies of your proposal in a sealed envelope marked "RFP – Copier Equipment and Maintenance" addressed to:

**Rebecca Areida, Management Analyst II**

**City of Lodi**

**Public Works Department**

**221 W. Pine Street**

**Lodi, CA 95240**

- 3.4 **Proposals must be received prior to 4:00 p.m. on \_\_\_\_\_.** ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED. Electronic or faxed proposals will not be considered.

- 3.5 The City of Lodi may award the project to any Vendor at any time without previously notifying the other Vendors.

- 3.6 Vendors' Questions: Vendors will have the opportunity to ask questions regarding the RFP. Any questions should be directed to Rebecca Areida at [rareida@lodi.gov](mailto:rareida@lodi.gov).

Any material information that is provided as a result of a Vendor's inquiry that could provide an unfair advantage will be shared with all Vendors.

### **4. PRODUCT AND SERVICE SPECIFICATIONS**

You may submit alternative contract terms if, in your opinion, they are more favorable to the City of Lodi.

- 4.1 Product Specifications: Use Exhibit C, Installed Equipment Base/Replacement Minimums/Configuration and Volumes, as a guideline for your company's proposal. All equipment must be new (unused) and the latest model and release.

- 4.2 Delivery, Installation and Training: You must include delivery, installation and training as well as network connectivity in pricing. All manufacturers' manuals for all machines must be provided to the City of Lodi.
- 4.3 Quality: All Vendors are expected to provide reliable and consistent goods and services of the highest quality in compliance with laws and common practices in the United States and with regard for the environment.
- 4.4 The City of Lodi reserves the right to eliminate any prospective vendor(s) that do not adhere to all the laws and regulations necessary for doing business with a public entity such as the City of Lodi.
- 4.5 Performance Standards: All products purchased and sold will conform to the specifications set forth in Exhibit C. Specifications may be amended from time to time upon mutual written agreement of both parties. All products will be in compliance with all applicable federal, state and local laws, ordinances and regulations.
- 4.6 Invoicing: Unless equipment is added or deleted, bid prices are to remain firm. Bid prices are to include the total cost of purchasing the equipment based on the proposed price quote. Purchase cost will also include any and all taxes, including sales and property taxes associated with the lease. Failure to include these costs in the bid will be cause for rejection of the bid.

## **5. SERVICE/MAINTENANCE PROVISIONS**

- 5.1 Vendor will provide full service and maintenance coverage, including all consumables, with the exception of paper. Vendor will provide a blended service rate or per machine service rate for all equipment purchased.
- 5.2 Vendor will provide a minimum response time of two (2) to four (4) hours for service calls or maintenance requests, unless the call is logged in after 3:00 p.m. If logged in after 3:00 p.m., service or maintenance will be provided by 10:00 a.m. the following work day.
- 5.3 All responses to service calls will be made within four (4) hours by a qualified technician with proper repair equipment on-site. Technicians must be available from 8:00 a.m. through 5:00 p.m. Monday through Friday, with the exception of legal holidays.
- 5.4 There will be no additional charges or overtime for time spent repairing equipment before or after the City's normal operation hours (8 a.m. to 5 p.m.).
- 5.5 All parts and labor maintenance charges will be covered in full and included in the maintenance cost. No additional bills for extra charges will be submitted without prior written agreement between both parties.
- 5.6 All maintenance, including preventative maintenance, will be in accordance with the original equipment manufacturer's standards.

- 5.8 Delivery Guarantee: Equipment will be delivered on or before the date as agreed upon by the City of Lodi and Vendor.

## **6. GENERAL PROVISIONS**

- 6.1 Contract: Vendor agrees to all terms as outlined in the City's Vendor Services Agreement (Attachment 5). Both parties **MUST** agree to any requests by Vendor for modification of terms in writing.
- 6.2 Alternative Contract Terms: You may submit alternative contract terms in your proposal if, in your opinion, they are more favorable to the City of Lodi. You must describe in sufficient detail how the alternatives may be advantageous to the City of Lodi.

## **EXHIBIT A**

### **Business and Technology Environment Summary**

The network configuration and equipment currently used by the City of Lodi to which the equipment will be connected is comprised of the following elements:

- Computers: Intel PCs
- System Software: Windows 2000/2003/XP
- Servers: Win2000/Windows 2003
- Ethernet: 10/100 baseT using CAT 5 wiring
- Network Protocol: TCP/IP



## EXHIBIT B

### Locations, Current Equipment Inventory and Estimated Monthly Usage

#### Unit 1

Public Works Department	221 W. Pine Street, 1 <sup>st</sup> Floor, Lodi, CA 95240
Minolta EP5000CS	
20,000 copies/month	

#### Unit 2

Public Works Department	12751 N. Thornton Road, Lodi, CA 95242
Minolta EP4000	
2,300 copies/month	

#### Units 3 & 4

Finance Department	300 W. Pine Street, Lodi, CA 95240
Minolta EP5000CS (2)	
20,000 copies/month per unit	

#### Unit 5

Parks & Recreation Department	125 N. Stockton Street, Lodi, CA 95240
Minolta Di250	
25,000 copies/month	

#### Unit 6

Hutchins Street Square	125 S. Hutchins Street, Lodi, CA 95240
Minolta CF2001	
10,000 copies/month	

#### Unit 7

Human Resources	221 W. Pine Street, 2 <sup>nd</sup> Floor, Lodi, CA 95240
Minolta EP5000	
20,000 copies/month	

#### Unit 8

Administration	221 W. Pine Street, 2 <sup>nd</sup> Floor, Lodi, CA 95240
Xerox DC480	
28,500 copies/month	

#### Unit 9

Fire Administration	25 E. Pine Street, Lodi, CA 95240
Minolta 5000	
10,000 copies/month	

## **EXHIBIT C**

### **Installed Equipment Base/Replacement Minimums/Configuration and Volumes**

Proposal MUST include equipment that meets the minimums as outlined in the minimum requirement details below (options listed should be included as add-ons to the price quote on Attachment 3, with cost of each option listed) :

#### **Minimum Requirements (Units 1 & 3-5)**

- Speed of at least 50 PPM
- Auto Document Feeder
- Stapler
- Duplex
- Digital Print/Copy/Scan to E-Mail/Fax
- Paper drawer capacity of at least 2,500 sheets
- Letter, legal and ledger paper handling
- Finisher with ability to fold and hole punch, with at least 50-sheet stapling capacity
- Post inserter for ability to add pre-printed covers or insert pages post-process

Optional requirement:

- Full color printing w/minimum 35 PPM

#### **Minimum Requirements (Unit 2)**

- Speed of at least 25 PPM
- Auto Document Feeder
- Stapler
- Duplex
- Digital Print/Copy/Scan Ability
- Paper drawer capacity of at least 1,000 sheets

#### **Minimum Requirements (Unit 6 & 7)**

- Minimum speed (letter size):  
45 PPM(Black) & 35PPM(Color)
- Minimum monthly paper handling rating of 10,000 sheets
- Fiery Print Controller
- Color copy
- Color network printing (full bleed)
- Color network facsimile with Auto Fax Finishing, PC-Fax/PC-Internet Fax, Duplex Transmission & Reception
- Color network scanning with scan to e-mail/FTP server/desktop/network folder/USB memory
- USB printing and scanning
- Built-in hard drive
- Letter, legal, ledger & 12x18 paper handling

- Minimum total paper drawer capacity of 5,000 sheets
- Mixed size original copying/scanning
- Duplex Single Pass Feeder
- Stack-less duplex
- Sheet bypass
- 3-hole punch
- Stapler
- Sort & group with offset stacking
- Saddle stitch finisher w/V-Fold & paper pass

#### **Minimum Requirements (Unit 8)**

- Input speed up to 65ppm
- Stapling, hole punching, V-folding and saddle-stitch finishing option
- Upgradeable to print, fax and scan
- Letter, legal and ledger paper handling
- 75 sheet duplexing automatic document feeder
- Full duplex
- Auto paper select
- Auto tray switching
- Covers
- Job Build
- Inserts and tab copying
- Sample set and job storage
- Paper capacity of 4,800 sheets
- Multi-position stapling
- 3-hole punch (2-hole option)
- Maximum duty cycle of 250,000 pages per month
- Department ID Codes

#### **Minimum Requirements (Unit 9)**

- Speed of at least 50 PPM
- Digital Print/Copy/Scan to E-Mail
- Multi-position staple/finisher with 2 and 3 hold punching
- Fully automatic duplexing
- Paper capacity of at least 3000 sheets
- Print controller, network ready
- Hard drive for all copy, print and scan functions

## **ATTENTION VENDORS**

**Attachments 1-8 must be included with your proposal.**

## ATTACHMENT 1

### Supplier Information Form

(This form must be included with your Proposal.)

VENDOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

TELEPHONE \_\_\_\_\_

#### STATEMENT OF VENDOR'S QUALIFICATIONS

1. Address of principal place of business:
2. Closest servicing location:
3. Number of local technicians:
4. Guaranteed minimum response time?
5. List five (5) current customers that are similar to the City of Lodi in type and volume of products and/or services purchased. Include contact names and numbers.

Company Name	Contact Name	Phone

6. Additional Information: Include any additional information that you think will be helpful in evaluating your proposal.

## **ATTACHMENT 2**

### **Authenticity of Bid Proposal**

(This form must be included with submission of your Proposal.)

By signature of its authorized representative below, Vendor agrees that the attached proposal is per the specifications set forth in the Copier Equipment and Management Services RFP dated , for the City of Lodi, and Vendor accepts the terms and conditions of this RFP.

By: \_\_\_\_\_

Typed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### ATTACHMENT 3

#### Price Quote

#### Equipment

	Price	Price w/color option
Unit 1		
Unit 2		
Unit 3		
Unit 4		
Unit 5		
Unit 6		
Unit 7		
Unit 8		
Unit 9		

#### Maintenance

	Price per copy	Overage Charges	Other
Black & White			
Color			

**Per copy rate for service must include all parts and labor and all consumables, with the exception of paper.**

Maintenance will be bid at the approximate copies per month listed on Exhibit B. Price per copy cost for maintenance will cover all units. Any overages will be billed as agreed upon by City.

Proposals MUST include all new (unused) equipment and the latest model and release.

See **Exhibit A** for the City's Business and Technology requirements.

After reviewing the current monthly copy information revealed in **Exhibit B**, Vendor may submit recommendations for equipment and services that may be a better option for the City.

---

## **ATTACHMENT 4**

### **Implementation Strategy and Timeframes** (This form must be included with your proposal.)

*Please describe in detail:*

## **ATTACHMENT 5**



## **VENDOR SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF LODI (hereinafter "City") and \_\_\_\_\_ (hereinafter "Vendor").

### **RECITALS**

This Agreement is entered into with reference to the following facts and circumstances:

- A. That the City desires to engage Vendor to render certain professional services to the City;
- B. That Vendor is qualified to provide such services to the City; and
- C. That the City has elected to engage the services of Vendor upon the terms and conditions as hereinafter set forth.

### **TERMS AND CONDITIONS**

#### **1. Services**

The services to be performed by Vendor under this Agreement shall include those services set forth in **Exhibit A**, which is by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of Vendor under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of said Parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. **Term of Agreement**

Said services shall commence on execution and shall continue until terminated by ten (10) days written notice by either Party.

3. **Compensation**

Payment under this Agreement shall be as per Exhibit A.

4. **Effective Date of Agreement**

This Agreement becomes effective when endorsed by both Parties in the space provided below.

5. **Reliance of Professional Skill of Vendor**

Vendor represents that it has the necessary professional skills to perform the services required and the City shall rely on such skills of the Vendor to do and perform the work.

6. **Relationship of Parties**

It is understood that the relationship of Vendor to the City is that of an independent contractor, and all persons working for or under the direction of Vendor are its agents or employees and not agents or employees of the City.

7. **Non-Assignment**

This Agreement is not assignable either in whole or in part.

8. **Amendments**

This Agreement may be amended or modified only by written agreement signed by both Parties.

9. **Validity**

The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

10. **Governing Law/Litigation**

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either Party shall be brought in the County of San Joaquin, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the unsuccessful Party will pay the reasonable expenses of litigation of the successful Party.

11. **Mediation**

Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

12. **Entire Agreement**

This Agreement, including Exhibit A, comprises the entire Agreement.

13. **Indemnity**

Vendor shall defend, indemnify and hold the City and its officers and employees harmless from any and all claims and liabilities related to or as a result of Vendor's performance of this Agreement, to the extent they are caused by the Vendor's negligent acts, or willful wrongful acts.

14. **Insurance Requirements**

Vendor shall maintain during the life of this Agreement insurance coverage in accordance with City of Lodi insurance specifications, which include an endorsement naming the City et. al., as additional insureds and a primary insurance endorsement.

15. **Notice**

All notices required by this Agreement shall be given to the City and Vendor in writing, by first class mail, postage prepaid, addressed as follows:

**City:** City of Lodi  
Attention:  
221 W. Pine Street  
Lodi, CA 95240

**Vendor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

DATED: \_\_\_\_\_, 2007      CITY OF LODI

By: \_\_\_\_\_

APPROVED AS TO FORM:

DATED: \_\_\_\_\_, 2007      By: \_\_\_\_\_  
City Attorney

DATED: \_\_\_\_\_, 2007      VENDOR:  
\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_

## **EXHIBIT A SCOPE OF SERVICE**

This form is to be used when you don't have a proposal letter from the Vendor to use. If you have a proposal (RFP and Bid) letter that you wish to use for Item A, simply type "Exhibit A" at the top of the proposal letter.